



VOL 0504 PAGE 482

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STATE OF OHIO, LAWRENCE COUNTY
Presented for Record at 1:56 A.M.
 OCT 12 1993 93
 Recorded in 115-10-116-1
 BY ANN GREGG
 RECORDER, LAWRENCE COUNTY, OHIO

Record and return to: Buford F. Houck
c/o P.O. Box 789
Ironton, Ohio 45638

18.00

Lawrence County)
) SS
 Ohio State)

MORTGAGE AGREEMENT and CONTRACT

THIS MORTGAGE AGREEMENT CONTRACT (the "Contract") is a common-law instrument dated 10/6/93, is made and entered into by and between Oh Canada Trust, (the "Demandant") and Buford F. Houck, (the "Respondent").

KNOW ALL MEN BY THESE PRESENT, that I Buford F. Houck, am a nonresident alien of the corporate United States (District of Columbia) and a nonresident alien, or citizen of the State of the Forum (forum contractus). Whereas I, Buford F. Houck, have no income effectively connected with a trade or business within the United States (District of Columbia), or within the corporate state of the forum contractus. I Buford F. Houck, am an Ohio State Republic, citizen, de Jure, 4th Judicial District, and by these present do, for myself, remise, release and forever quitclaim unto the said DEMANDANT, his heirs, and transfers and/or assigns forever, all such right, title, interest, real property, personal property, commissions, claim or demand, as I have or ought to have or may at some future time will have with singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion(s), remainder(s), rents, commissions, issues, and profits thereof (if any), and also all of my estate and/or future estate(s), right, title, interest, claim and demand whatsoever, as well in law as in equity of the said party of the first part, of in, and to the above granted "property" and each and every part of the same as described herein and made a part hereof in any manner and that all such commitments shall be a lien and mortgage on all of the above chattels, goods, real property, personal property, profits and commissions.

THIS INSTRUMENT CREATED BY BUFORD F. HOUCK
 108 NO. 3RD ST. SUITE 207 Ironton, Ohio 45638

PAGE ONE OF TWO PAGES

Exh. #3

THE CONTRACT

The CONTRACT is to remain in force until such time the total number of \$5,000,000.00 (five million and no/100 dollars) shall have been paid to the DEMANDANT.

This CONTRACT is irrevocable, executory, pecuniary, entire and indivisible in nature. WHEREAS, the CONTINUING CONSIDERATION shall remain in effect until such time the RESPONDENT expires, at which time, the DEMANDANT may not terminate this instrument without majority approval by the beneficiaries. This contract in its entirety has been created by the authority of the common-law under the protection of Article 1, Section 10, United States Constitution, (Dartmouth College vs. Woodward 17 U.S. 518, 4 Wheat 518, 4 L.Ed. 629).

IN WITNESS WHEREOF, the said Buford F. Houck, hereby releases, his right and interest in each and every of the aforementioned items as describes hereinabove, hereunto sets his hand 6th day of October, 1993.

WITNESSES:

Diane Stampler
Diane Stampler

Jahet Cremeans
Jahet Cremeans

Buford F. Houck
Buford F. Houck, Respondent

IN THE STATE OF Ohio, COUNTY OF LAWRENCE,

BEFORE ME THIS 8TH DAY OF OCTOBER, 19 93.

THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, APPEARED BUFORD F. HOUCK, RESPONDENT TO ME PERSONALLY KNOWN, APPEARED BEFORE ME AND EXECUTED SUCH INSTRUMENT AS HIS FREE ACT INDEED.

DENISE A. RUNYAN
NOTARY PUBLIC - STATE OF OHIO
My Commission expires Dec. 14, 1997

Denise A. Runyan
NOTARY PUBLIC
2504 S. 11th St.
ADDRESS
IRONTON OH 45638
CITY STATE ZIP

MY COMMISSION EXPIRES ON: DECEMBER 14th 1997